

**EVANS**  
PRODUCTS COMPANY

**Paul J. Graf**  
Group Attorney  
Transportation Systems & Industrial Group

The East Tower  
2550 Golf Road  
Rolling Meadows, Illinois 60008

Telephone 312/640-7000

RECORDATION NO. 14115

**AUG 3 - 1983 - 2 45 PM**

August 2, 1983

**INTERSTATE COMMERCE COMMISSION**

Date 8/3/83

Fee \$ 50.00

**ICC Washington, D. C.**

Mrs. Mildred Lee  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Dear Mrs. Lee:

I have enclosed four copies of the document described below to be recorded pursuant to Section 11303 of Title 49 U.S. Code.

The document enclosed is a Railcar Lease, a primary document dated April 5, 1982.

The names and addresses of the parties to the documents are as follows:

Lessor: Evans Railcar Leasing Company  
2550 Golf Road  
Rolling Meadows, IL 60008

Lessee: Columbia & Silver Creek Railroad Company  
P.O. Box 571  
Crossett, AR 71635

A description of the equipment covered by the document follows:  
25 New 60'6 3/4" 100-ton bulkhead flatcars, #CLSL 2800-2824, AAR F82.

A fee of \$50.00 is enclosed. Please return three copies not needed by the Commission for recordation to Paul J. Graf, Evans Products Company, 2550 Golf Road, Rolling Meadows, IL 60008.

RECEIVED  
AUG 3 2 11 PM '83  
FEE OPENED  
IN 11/11/83

A short summary of the document to appear in the index follows:  
Railcar Lease dated April 5, 1982 between Columbia & Silver Creek  
Railroad Company, Lessee, and Evans Railcar Leasing Company,  
Lessor, covering the following equipment: 25 New 60'6 3/4"  
100-ton bulkhead flatcars, #CLSL 2800-2824, AAR# F82.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Paul J. Graf".

Paul J. Graf

PJG:sm

Enclosure

master list 1975-00  
RECORDATION NO. 14115  
AUG 8 - 1983 - 2 45 PM

AGREEMENT made and entered into this 5th day of April, 1982,  
between

EVANS RAILCAR LEASING COMPANY  
An Illinois Corporation (hereinafter called "Evans")

and

COLUMBIA AND SILVER CREEK RAILROAD COMPANY  
A Mississippi Corporation (hereinafter called "Lessee")

#### RECITALS

Lessee desires to lease from Evans as Lessor certain railroad cars, hereinafter specifically designated or to be specifically designated, all upon the rentals, terms and conditions as set forth in this Lease.

#### AGREEMENT

It is agreed:

1. Lease of Cars. Evans agrees to lease to Lessee and Lessee agrees to and does hereby lease from Evans that number of railroad cars, of the type, construction and such other description (hereinafter referred to as the "Cars") as is set forth in Schedule 1 of this Lease and as is set forth in Schedules which may from time to time be added to this Lease. The Cars covered by this Lease are those which shall be delivered to and accepted by or on behalf of Lessee pursuant to the terms hereof. This Lease shall become effective with respect to any Car as of the date of its delivery and acceptance hereunder and shall continue with respect to such Car for the term provided in the Schedule covering such Car unless sooner terminated as hereinafter provided. Evans shall deliver Cars f.o.t. at the delivery point specified in the Schedule covering such Cars and from and after acceptance of any Car, Evans shall be liable for or reimburse Lessee for the payment of all costs, charges and expenses of any kind whatsoever on account of transportation or movement of any Car to and from any place and for any reason whatsoever; provided, however, that Lessee shall use its best efforts to arrange for freight loads for such Cars that are being moved to repair shops for Repair Work or repainting; and provided further that Lessee shall not arrange for loads for such Cars which originate at locations other than the Lessee railroad tracks without Evans' prior consent.
2. (a) Rental. It is intended that the rental payable by Lessee to Evans under this Lease shall be paid from the car hire payments, including but not limited to the mileage charges, straight car hire charges and incentive car hire charges (if any) payable to Lessee on account of the cars. Rental per car shall be 65% of such car hire payments for the 1st twelve month period, 90% for the 2nd twelve month period, and 93% for the 3rd through 15th twelve month periods. Conversely, Lessee shall be entitled to 35% of such car hire payments for the 1st twelve month period, 10% for the 2nd twelve month period, and 7% for the 3rd through 15th twelve month periods.

- (
- (b) As part of its responsibilities under paragraph 4 hereof, Evans shall collect all car hire payments due Lessee from other railroads and remit amounts due to other railroads by Lessee for car repairs with respect to the cars in accordance with provisions of the Interchange Rules. Within 15 days after the end of each calendar month in which car hire payments are received, Evans shall remit Lessee's percentage of car hire payments due to Lessee for hourly car hire charges based on calculations made from interchange reports to and from Lessee's tracks. However, during the first 12 months of this lease agreement, Lessee at the end of each calendar month shall submit to Evans a statement for Lessee's percentage of hourly car hire charges due Lessee for said calendar month, based on calculations made from Interchange Reports to and from Lessee's tracks. Evans shall within 15 days of receipt of said statement remit to Lessee said amount, which shall be adjusted on the next remittance to Lessee after actual collections are received by Evans for the month. Evans shall include with each remittance Lessee's percentage of actual mileage charges collected the previous month with respect to the cars.
- (c) Rental on each car shall accrue from and after the date of delivery and acceptance of such car; provided, however, that rental shall be payable to Evans only for amounts actually received by Evans for Lessee's account with respect to the cars.
3. Acceptance of Cars. Within three (3) days after Evans shall give Lessee notice that some or all cars covered by a schedule are ready for delivery, Lessee may have its authorized representative inspect such cars at the point of delivery and accept or reject them as being or failing to be in compliance with the terms hereof. Cars so inspected and accepted and any cars which Lessee does not elect to inspect shall be conclusively deemed to meet all requirements of this Lease and shall be conclusively deemed delivered to and accepted by Lessee.
4. Records. Evans shall perform recordkeeping, car hire receivable and car repair accounting and monitor the use and movements of all cars. Lessee shall provide to Evans all information and copies of all records and reports pertaining to the cars received by Lessee or available to it. Evans shall prepare all documents for filing relating to the negotiation, maintenance, and recordkeeping functions required by the Interchange Rules with respect to the cars. Such matters shall include but are not limited to the preparation of the registration for each car in the Official Railway Equipment Register and the Universal Machine Language Equipment Register. Lessee shall have the right at any time and from time to time to audit and verify any such information, records and reports and other data pertinent hereto and Evans shall cooperate with an assist Lessee in any such audit or verification. Lessee will at Evans' expense file such applications for relief from any Interchange Rules as Evans may direct to increase revenues of any of the cars. In addition, if Lessee knows of the initial loading of any of the cars, Lessee shall promptly thereafter notify Evans of the date, handling railroad, and destination of such initial loading.

5. Use - Lettering. Lessee shall use the Cars in a careful and prudent manner in compliance with all Interchange Rules and solely for the uses for which they were designed. From and after the delivery of a Car to Lessee, so long as Lessee shall not be in default hereunder, Lessee shall be entitled to the use of the Car for the full term of this Lease, but solely within the continental limits of the United States of America. Except for the lettering to be placed on the Cars by Evans prior to delivery indicating the interest of Lessee, Evans and any assignee or mortgagee of Evans as permitted in Paragraph 10 hereof, no lettering or marking shall be placed upon any of the Cars by Lessee except upon the written direction or consent of Evans. Lessee shall give preference and shall load the Cars prior to loading similar railroad cars leased from other parties or purchased by Lessee subsequent to the date of this Lease or interchanged with other railroads, provided, however, that this shall in no event prevent or prohibit Lessee from fulfilling its obligations to provide transportation and facilities upon reasonable request to shippers on its railroad tracks, and provided further, Lessee shall not have to give priority to the loading of the Cars at the expense of unreasonably disrupting Lessee's normal operations.
6. Repair Work. Except as otherwise provided herein, Evans shall at its sole cost and expense perform all Repair Work or authorize or cause same to be done. Lessee shall at its sole cost and expense perform or cause to be performed all Repair Work required by reason of the negligence of Lessee or an affiliate of Lessee. Evans shall have a duty to promptly perform Repair Work for which it is responsible, but such obligation shall not commence until Evans is informed of the need for such Repair Work. Evans may require Lessee to return Cars for preventive maintenance or Repair Work and may withdraw from this Lease any Cars which it in its sole discretion deems uneconomical for Repair Work of any kind.
7. Casualty Cars. Evans shall bear the risk of any Car which is lost, stolen, destroyed or damaged beyond economical repair ("Casualty Car") other than on Lessee's lines. Lessee shall bear the risk of and be responsible for any Car which is lost, stolen, destroyed or damaged beyond economical repair on its lines and shall, within thirty (30) days after the occurrence of any such event, pay to Evans the amount provided in the Interchange Rules to be paid for such Casualty Car. This Lease shall terminate as to any Casualty Car on the date on which the casualty occurred. All payments for Repair Work or in connection with the loss of any Casualty Car due from

third parties shall be assigned to and belong to Evans and Lessee shall cooperate with Evans in the prosecution and collection of all claims therefor.

8. Indemnities. Evans agrees to indemnify Lessee and hold it harmless from any loss, expense or liability which Lessee may suffer or incur from any charge, claim, proceeding, suit or other event which in any manner or from any cause arises in connection with the use, possession or operation of the cars while subject to this Lease, excepting only any such loss, expense or liability which arises from Lessee's negligence or which arise as a result of the operation of the cars on Lessee's lines and Lessee shall indemnify Evans for such loss, expense or liability. The indemnities and assumptions of liability herein contained shall survive the termination of this Lease. Each party shall, upon learning of same, give the other prompt notice of any claim or liability hereby indemnified against.
9. Taxes. Evans shall pay all property taxes assessed or levied against the Cars. Lessee shall pay all taxes assessed or levied upon its percentage of interest in the car hireearnings of the cars and all taxes based upon the freight revenues generated from the use of the cars. Evans shall, or Lessee shall, at Evans' request, file all property or ad valorem tax returns.
10. Termination. This Lease shall terminate upon expiration of its term, at election of either party hereto by reason of the default or breach of the other party in the terms hereof, or upon the election of Evans as hereinafter provided. In the event of a default or breach by either party, the other party may elect to terminate this Lease with respect to any or all of the cars. In the event that daily car usage of the cars or any group of cars in any two consecutive calendar quarters is less than 60%, Evans may after oral or written consultation with Lessee, at its sole option, upon not less than 10 days prior written notice to Lessee, terminate this agreement as to such Cars as Evans shall determine. It is understood, however, that Evans shall have the right to terminate only such Cars as may be necessary to cause the utilization rate on the remaining cars to rise to 60% of 100% utilization. It is understood that 60% utilization is equivalent to \$11.85 per car per day. When calculating the utilization percentage, any car which has been removed from service in excess of 15 consecutive days for repair or maintenance, shall be excluded from the utilization calculations. Lessee shall at the termination of the Lease with respect to any cars return such cars to Evans in the same condition (except as to Casualty cars) in which the cars were furnished and maintained by Evans during the term hereof, ordinary wear and tear excepted. Upon the termination of this Lease with respect to any or all cars, Lessee shall at Evans sole cost and expense forthwith surrender possession of such cars to Evans at a railcar facility to be designated by Evans. Lessee shall provide free storage for a period of up to 90 days for cars as to which the Lease is terminated. From and after termination of this lease with respect to any car and until its return to Evans, all amounts earned by such car shall be paid to Evans as additional rental for use of the cars during the term hereof.

11. Sublease and Assignment. The right to assign this Lease by either party and the Lessee's right to sublease shall exist only as follows:

- (a) Lessee shall have no right to assign this Lease or sublease or loan any of the cars without the written consent of Evans.
- (b) All rights of Evans hereunder may be assigned, pledged, mortgaged, transferred or otherwise disposed of either in whole or in part and Evans agrees to give notice to Lessee within 30 days of such assignment, pledge, mortgage, transfer or other disposition. This Lease and Lessee's rights hereunder are and shall be subject and subordinate to any chattel mortgage, security agreement or equipment trust covering the cars heretofore or hereafter created by Evans. If Evans shall have given written notice to Lessee stating the identity and post office address of any assignee entitled to receive future rentals and any other sums payable by Lessee hereunder, Lessee shall thereafter make such payments to the designated assignee.

The making of an assignment or sublease by Lessee or an assignment of Evans shall not serve to relieve such party of any liability or undertaking hereunder nor to impose any liability or undertaking hereunder upon any such assignee or sublessee except as otherwise provided herein or unless expressly assumed in writing by such sublessee or assignee.

12. Default. If Lessee or Evans shall fail to make any payment required hereunder within five (5) days after same shall have become due or shall breach any representation or warranty contained herein or shall default or fail for a period of ten (10) days in the due observance or performance of any covenant, condition or agreement required to be observed or performed on its part hereunder, or a proceeding shall have been commenced by or against Lessee or Evans under any bankruptcy laws, Federal or State, or other laws for the appointment of a receiver, assignee or trustee of Lessee or Evans or their property, or Lessee or Evans shall make a general assignment for the benefit of creditors, then and in any of said events Evans or Lessee, as the case may be, may in addition to all other rights and remedies provided in law of equity, upon written notice to such effect, terminate this Lease in its entirety or with respect to any group of cars with respect to which said default has occurred and thereafter recover any and all damages sustained by reason of

Lessee's or Evans' default. The obligation to pay rental then or thereafter due or any other sum or sums due and unpaid or any damages suffered by reason of Lessee's or Evans' default hereunder shall survive the termination of the Lease and the retaking of the cars.

13. Definitions. For all purposes of this Lease the following terms shall have the following meaning:

"Repair Work" - all repairs, maintenance, modifications, additions or replacements required to keep cars in good working order and condition and in compliance with all Interchange Rules.

"Interchange Rules" - all codes, rules, decisions, interpretations, laws and orders governing hire, use, condition, repair and all other matters pertaining to the interchange of freight traffic reasonably interpreted as being applicable to the cars, adopted and in effect from time to time during the term of this Lease by the Association of American Railroads and any other organization, agency or governmental authority, such as but not limited to the Interstate Commerce Commission and the United States Department of Transportation, which may from time to time be responsible for or have authority to impose such codes, rules, decisions, interpretations, laws or orders.

"Car Usage" - A percentage equal to the quotient obtained by dividing the aggregate number of hours in a calendar year (or other applicable time period) in which straight car hire is earned on a car by the Lessee commencing with its date of delivery, by the aggregate number of hours in such year (or other applicable time period) in which the car is under lease to Lessee commencing with its date of delivery.

14. Representations. Lessee and Evans respectively covenant, warrant and represent that all of the following matters shall be true and correct at all times that any car is subject to this Lease:

- (a) Each party is a corporation duly organized and validly existing in good standing under the laws of the state of its incorporation and has the corporate power, authority and is duly authorized and qualified to do business wherever it transacts business and such qualification is required, and has corporate power to and has taken all corporate action necessary to enter into this Lease and carry out its



obligations hereunder;

- (b) This Lease has been duly executed on behalf of each party and constitutes the legal, valid and binding obligation of the respective parties enforceable in accordance with its terms.
- (c) No governmental, administrative or judicial authorization, permission, consent or approval is necessary on the part of either party in connection with this Lease or any action contemplated on its part hereunder, nor will the execution or performance of this Lease violate any law, judgment order or regulation, or any indenture or agreement binding upon either party; and
- (d) Neither party nor their respective counsel know of any requirements for recording, filing or depositing this Lease other than pursuant to Section 20c of the Interstate Commerce Act, which is necessary to preserve or protect the title of Evans or its assignee or mortgagee in the United States of America.

Upon request of Evans or its assignee or mortgagee at any time or times, Lessee shall deliver to Evans an opinion of its counsel addressed to Evans or its assignee or mortgagee, in form and substance satisfactory to Evans or its assignee or mortgagee, which opinion shall confirm the matters set forth in this Paragraph 14 (a) through (d).

15. Miscellaneous.

- (a) This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns to the extent permitted herein.
- (b) Any notice required or permitted to be given by one party to another hereunder shall be properly given when made in writing, deposited in the United States Mail, registered or certified, postage prepaid, addressed to:

Evans at: East Tower  
2550 Golf Road  
Rolling Meadows, IL  
60008

Lessee at: P. O. Box 571  
Crossett, AR  
71635

or such other address as either party may from time to time designate by such notice in writing to the other.

- (c) Lessee shall keep the cars free from any encumbrances or liens, which may be a cloud upon or otherwise affect Evans' title, which arise out of any suit involving Lessee, or any act, omission or failure of Lessee or Lessee's failure to comply with the provisions of this Lease and shall promptly discharge any such lien, encumbrance or legal process. Lessee shall take all action requested by Evans to confirm Evans' interest in the cars as Lessor and that Lessee has no interest in the cars other than as Lessee hereunder.
- (d) So long as Lessee is not in default under this Lease, Lessee shall be entitled to the peaceful and quiet possession of the cars.
- (e) During the continuance of this Lease, Evans shall have the right, at its own cost and expense, to inspect the cars at any reasonable time or time wherever the cars may be. Lessee shall, upon request of Evans, but no more than once every year, furnish to Evans two (2) copies of an accurate inventory of all cars in service.

IN WITNESS WHEREOF, Evans and Lessee have duly executed this Lease as of the day and year first above written.

(CORPORATE SEAL)

ATTEST:

ASST. Secretary

ATTEST:

Carla Sue Hill  
Secretary

EVANS RAILCAR LEASING COMPANY  
an Illinois corporation

By C. Richard Baum  
Senior Vice President

COLUMBIA AND SILVER CREEK  
RAILROAD COMPANY  
A Mississippi Corporation

By W. C. Zedder  
President

STATE OF Illinois  
COUNTY OF Cook

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn says that he is \_\_\_\_\_ President of EVANS RAILCAR LEASING COMPANY, and \_\_\_\_\_, to me personally known to be the \_\_\_\_\_ Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did depose and say that he is President of COLUMBIA AND SILVER CREEK RAILROAD COMPANY, the corporation which executed the foregoing instrument; that he signed his name to said instrument by authority of the Board of Directors of said corporation, and that he acknowledged that the execution of said instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

EXHIBIT A

Schedule 1 to Lease dated April 5, 1982,  
by and between EVANS RAILCAR LEASING COMPANY ("Evans") and  
COLUMBIA AND SILVER CREEK RAILROAD  
("Lessee")

CERTIFICATE OF ACCEPTANCE

\_\_\_\_\_, 19\_\_

Evans Railcar Leasing Company  
2550 Golf Road  
Rolling Meadows, Illinois 60008

Gentlemen:

The undersigned, being a duly authorized representative  
of Lessee, hereby accepts \_\_\_\_\_  
(\_\_\_\_\_) Cars bearing numbers as follows:

for the Lessee pursuant to the Lease and certifies that each  
of said Cars is plainly marked in stencil on both sides of  
each Car with the words

EVANS RAILCAR LEASING COMPANY  
OWNER AND LESSOR

Title to this Car subject to documents recorded  
under Section 20c of Interstate Commerce Act

in readily visible letters not less than one inch (1") in  
height; and that each of said Cars conforms to, and fully  
complies with the terms of said Lease and is in condition  
satisfactory to the Lessee. If the Lessee is a railroad,  
Lessee hereby certifies that it is an interstate carrier by  
rail and that the Cars are intended for actual use and  
movement in interstate commerce.

\_\_\_\_\_  
Lessee

SCHEDULE 1

Page 1 of Schedule 1 dated April 5, 1982, to Lease dated April 5, 1982, by and between EVANS RAILCAR LEASING COMPANY ("Evans") and COLUMBIA AND SILVER CREEK RAILROAD COMPANY ("Lessee").

TYPE AND DESCRIPTION OF CAR:

New, 60'6 3/4" 100-ton bulkhead flat cars

NUMBER OF CARS:

25

INTERIOR EQUIPMENT:

None

SPECIAL LININGS:

None

PERMITTED LADING USE:

Non-corrosive commodities

REPORTING MARKS AND NUMBERS:

CLSL 2800-2824

SPECIFICATIONS DESIGNATED BY LESSEE:

None

INITIAL F.O.T. DELIVERY POINT:

Silver Creek, Mississippi

Page 2 of Schedule 1 dated April 5, 1982, to Lease dated April 5, 1982, by and between EVANS RAILCAR LEASING COMPANY ("Evans") and COLUMBIA AND SILVER CREEK RAILROAD COMPANY ("Lessee").

LEASE TERM: 15 Years

PER DIEM SHARE: Year 1: 65% of off line earnings to the account of Evans

Year 2: 90% of off line earnings to the account of Evans

Years 3-15: 93% of off line earnings to the account of Evans

SPECIAL TERMS:

COLUMBIA AND SILVER  
CREEK RAILROAD COMPANY  
Lessee

By MR Ladd  
President

EVANS RAILCAR LEASING  
COMPANY

By Richard Barry  
President

(CORPORATE SEAL)

Attest:

Cora Sue Hill  
Secretary

(CORPORATE SEAL)

Attest:

Sharon B. Long  
ASST. Secretary

STATE OF Illinois  
COUNTY OF Cook

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn says that he is \_\_\_\_\_ President of EVANS RAILCAR LEASING COMPANY, and \_\_\_\_\_, to me personally known to be the \_\_\_\_\_ Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF  
COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did depose and say that he is President of COLUMBIA AND SILVER CREEK RAILROAD COMPANY, the corporation which executed the foregoing instrument; that he signed his name to said instrument by authority of the Board of Directors of said corporation, and that he acknowledged that the execution of said instrument was the free act and deed of said corporation.

FIRST AMENDMENT

FIRST AMENDMENT to that certain Railroad Car Lease Agreement dated April 5, 1982 ("Lease") by and between Evans Railcar Leasing Company, formerly known as United States Railway Leasing Company, as Lessor ("Evans") and Columbia & Silver Creek Railroad Co. ("CSC")

W I T N E S S E T H:

WHEREAS, Evans and CSC entered into the Lease as aforesaid and thereafter executed Schedule 1 thereto dated April 5, 1982 whereunder CSC agreed to lease Twenty-five (25) New 60'6" Bulkhead Flatcars ("Cars") from Evans; and

WHEREAS, all parties hereto desire to amend the Lease as it pertains to Schedule 1 as hereinafter indicated:

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the parties agree as follows:

1. The number of cars covered by Schedule 1 shall be reduced to Fifteen (15) with reporting marks and numbers CLSL 2800-2814, conditional upon the execution by CSC of the attached Schedule 2 dated February 7, 1983 to the Lease dated April 5, 1982.
2. All other terms and conditions shall remain the same as agreed to in the Lease dated April 5, 1982 and Schedule 1 dated April 5, 1982.

IN WITNESS WHEREOF, Evans and CSC have entered into this First Amendment this 7th day of February.

(CORPORATE SEAL)

ATTEST:

By: R. F. Dixon

Secretary

COLUMBIA & SILVER CREEK RR. CO.

By: [Signature]

President

(CORPORATE SEAL)

ATTEST:

By: [Signature]

ASST. Secretary

EVANS RAILCAR LEASING COMPANY

By: [Signature]

Curtis C. Tatham

Senior Vice President Marketing



EVANS' LOT NO. 1975-00

SCHEDULE 2

Page 1 of Schedule 2 dated February 7, 1983 to Lease dated April 5, 1982 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and COLUMBIA & SILVER CREEK RAILROAD COMPANY ("Lessee").

TYPE AND DESCRIPTION OF CAR:

New 60'6" 3/4" 100-ton Bulkhead Flat Cars

NUMBER OF CARS:

10

INTERIOR EQUIPMENT:

None

SPECIAL LININGS:

None

PERMITTED LADING USE:

Non-Corrosive Commodities

REPORTING MARKS AND NUMBERS:

CLSL 2815-2824

SPECIFICATIONS DESIGNATED BY LESSEE:

None

INITIAL F.O.T. POINT:

Silver Creek, Mississippi

EVANS-PD 5/82

Page 2 of Schedule 2 dated February 7, 1983 to Lease dated April 5, 1982  
by and between EVANS RAILCAR LEASING COMPANY ("Evans") and COLUMBIA &  
SILVER CREEK RAILROAD COMPANY ("Lessee").

LEASE TERM: 15 Years beginning on the average date of acceptance  
of 7/7/82

PER DIEM SHARE: 1st-19th Months 65% of off line earnings to the  
account of Evans  
20th-31st Months 90% of off line earnings to the  
account of Evans  
32nd-180th 93% of off line earnings to the account of  
Evans

SPECIAL TERMS: None

(CORPORATE SEAL)

ATTEST:

By: R. F. Dixon  
Secretary

COLUMBIA & SILVER CREEK RAILROAD  
COMPANY

By: R. E. J. J. J.  
President

(CORPORATE SEAL)

ATTEST:

By: James B. Bunge  
ASST. Secretary

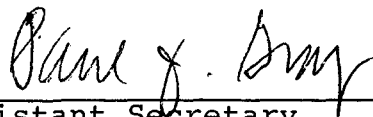
EVANS RAILCAR LEASING COMPANY

By: Curtis C. Tatham  
Senior Vice President Marketing

EVANS-PD 5/82

C E R T I F I C A T E

The undersigned, being an Assistant Secretary of Evans Railcar Leasing Company ("Evans") hereby certifies that the attached is a true copy of that certain Railcar Lease dated April 5, 1982 between Evans, as Lessor, and Columbia & Silver Creek Railroad Company, as Lessee.

  
\_\_\_\_\_  
Assistant Secretary